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THE AIR GONDWANA AND MOSSWOOD MANOR: BLENDED LEARNING ENVIRONMENTS UTILISING SECOND LIFE MACHINIMA TO TEACH NEGOTIATION SKILLS

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Abstract

Seminal reports into higher education in Australia and overseas have recognised negotiation as an essential skill of a practising lawyer and have recommended that all law schools include instruction in negotiation theory and practice in their curricula. Effective negotiation training includes the elements of instruction, modelling, practice and feedback. Ideally such training takes place in the context of small groups. However, this does not necessarily mean that negotiation cannot be taught effectively in the context of large groups.

This paper discusses two related blended learning environments that provide instruction in negotiation theory and practice as part of the graduate capabilities program of the undergraduate law degree in the School of Law at the Queensland University of Technology in Brisbane, Australia. Air Gondwana, which forms part of the curriculum of the two first year Contract Law subjects, and Mosswood Manor, which forms part of the curriculum of the second year Trusts subject, utilise a common narrative concerning the family of a wealthy industrialist to facilitate learning of negotiation skills. The programs both combine online and in-class components, the online components utilising machinima (computer graphics created without the need for professional software) to depict the narrative. This strategy has enabled the creation of effective, engaging and challenging learning experiences for large cohorts of students studying by different modes (full-time, part-time and distance external). The use of a common narrative, including the same characters and settings, in the two programs also provides a familiar environment in which students advance their learning from one level of attainment to the next.

Keywords: Innovation, technology, blended learning, machinima, negotiation skills, law

1 LEGAL EDUCATION IN AUSTRALIA

The traditional form of legal education in Australia normally comprises a weekly lecture of either two or three hours duration accompanied by weekly or second weekly small group. Typically the lecture will be used as a forum for a lecturer to deliver an address designed to impart the legal principles being studied to a largely passive student audience. On the other hand, the tutorial classes provide a forum where students to analyse their answers, prepared in advance, to either problems in the form of artificial fact scenarios in which they are required to give advice to one of the characters featuring in the scenario, based on the legal principles imparted in lectures, or theory questions which are used to discuss particular legal principles (Web, 1996). This approach remained relatively unchanged until the 1990s, aided by a tendency by most lecturers to uncritically replicate the learning experience that they had as students (Keyes & Johnstone, 2004).

Impetus for change has come from a variety of directions. A number of seminal reports into legal education both in Australia and overseas, most notably the Australian Government's 'Pearce Report' (Pearce, Campbell & Harding, 1987), the American Bar Association's 'MacCrate Report' (ABA, 1992) and the Lord Chancellor's Advisory Committee on Legal Education and Conduct in the United Kingdom (ACLEC, 1996), criticised both the traditional manner of teaching law and the predominant focus on transmission of knowledge about legal rules and doctrine. Advances in technology, including the dawn of the digital age in the late 1990s, which offered new opportunities for more adventurous academics. It also heralded changed expectations on the part of modern students, the so-called 'digital natives' (Prensky, 2001) who have been born into a world of ubiquitous information and merged technology, many of whom are forced to juggle competing time commitments associated with study, work and play (Nelson, Kift & Harper, 2005). For many students today a traditional approach to

legal education does not provide the flexible learning environment that they now desire (McGarr, 2009).

2 NEGOTIATION: AN ESSENTIAL LAWYERING SKILL

The MacCrane Report identified ten fundamental lawyering skills which included the skill of negotiation (ABA, 1992; pp.139-40). A focus on the development of skills such as negotiation was also suggested by the 1996 United Kingdom report on legal education and training (ACLEC, 1996; p.15). The Australian Law Reform Commission echoed these thoughts, noting the advantages of combining the teaching of such skills within substantive law subjects, giving as an example the law of contracts which provided opportunities for skills development in negotiation and the ethical considerations involved in negotiations (ALRC, 1999, para.[2.78]).

In response to these reports the Queensland University of Technology School of Law introduced a graduate capabilities program into its undergraduate law program. Under this programme particular skills are developed to different degrees of attainment according to the stage of study in the degree. For example, the skill of negotiation is taught at a basic level in the first-year subjects *Contract A* and *Contracts B*. It is then developed to a higher level in the later subject *Trusts* and further still in the a specialist elective subject on dispute resolution (Christensen & Kift, 2000) (see Fig.1).

LEVEL 1 <i>Contracts A & Contracts B</i>	LEVEL 2 <i>Trusts</i>	LEVEL 3 <i>Dispute Resolution & Non-Adversarial Practice</i>
<ul style="list-style-type: none"> • identify the advantages and disadvantages of negotiation as a dispute resolution process • identify the principles of effective negotiation • negotiate effectively in a simple one to one negotiation and • critique their own and others' performance 	<ul style="list-style-type: none"> • identify the types of conflict best suited to resolution by negotiation • distinguish between positions and interests • use appropriate verbal communication and • negotiate effectively in a more complex negotiation exercise with the ability to critique their own and others' performance. 	<ul style="list-style-type: none"> • distinguish between types of conflict and the interventions appropriate for resolution of each • distinguish between positions and interests and use appropriate verbal and non-verbal communication skills and • negotiate effectively in a highly complex negotiation exercise with the ability to critique their own and others' performance

Fig. 1: expected levels of attainment for the skill of negotiation

Effective negotiation training requires, at least, instruction on the principles of negotiation, a demonstration of negotiation in practice, a role play conducted by the participants and a debriefing (Tyler and Cukier, 2005). However, while such an approach may be practical for a specialist elective subject with relatively small enrolments, it is more difficult to provide in the context of core subjects with large enrolments and different modes of study (full time, part time and distance external). Typically *Contracts A*, *Contracts B* and *Trusts* all have enrolments of between 500 and 600 students.

Due these challenges, for a time a traditional approach was taken to teaching negotiation to the first two levels of attainment. The two *Contracts* subjects utilised lectures on negotiation principles, and formative and summative roleplays involving one to one negotiations, while the *Trusts* subject utilised a lecture on negotiation principles, a complex text-based 'Life Problem' assignment requiring their development of a 'negotiation plan' for a multi-party negotiation, and a formative role play.

However, use of a traditional approach to the skill of negotiation may unintentionally reinforce misconceptions that the main or indeed sole focus of a negotiation should be on the bargaining phase

rather than emphasising the importance of the thought processes that are required for proper preparation (Roper, 1983; p.53). In addition, without a close connection between principle and relevant examples, neophytes typically are unable to take advantage of abstract principles and apply them to novel situations (Ross and Kilbane, 1997). Instead negotiators need to have a strategic conceptualisation of the required preparation and bargaining situation in order to reach integrative solutions (Neale and Northcraft, 1990). Apart from those considerations, students struggled to make connections between the negotiation instruction they were being given and the substantive content of the subjects they were studying.

3 TEACHING NEGOTIATION USING BLENDED LEARNING ENVIRONMENTS

The traditional approach to instruction was replaced, first in *Contracts A* and *Contracts B* with the introduction of the *Air Gondwana* program in 2007, and then in *Trusts* in 2012 with the introduction of the *Mosswood Manor* program.

3.1 *Air Gondwana*

Air Gondwana utilises elements of a 'cognitive apprenticeship' approach to learning including modelling, coaching, scaffolding, reflection and exploration (Brown, Collins & Duguid, 1989; Collins, 1991). The program is based upon the contractual dealings of a fictional airline (Air Gondwana – so named because its routes visit countries that previously made up the prehistoric *Gondwanaland*) and has a backdrop narrative involving, in essence, a wealthy industrialist, Xavier Rich, who entrusts the running of one of his companies (the airline) to his youngest son, the erstwhile playboy Remington Rich, as a test of his business acumen. It comprises five modules which are completed over the two *Contracts* subjects – the online Modules 1-3 in *Contracts A* and the online Module 4 and the Module 5 in-class roleplay in *Contracts B*.

Module 1 provides instruction on negotiation theory and practice, based on the approach to principled negotiation developed by the Harvard Negotiation Project (Fisher & Ury, 2011). It also models a negotiation (for a employment contract between the airline and a pilot) done poorly so students may see what not to do, short video vignettes illustrating a more principled approach (such as brainstorming relevant interests) and then models the same negotiation performed well (see Fig. 2).



Fig. 2: Module 1 provides instruction and models a principled approach to negotiation

Modules 2 and 3 provide students with the opportunity to practise the application of the different negotiation principles across a range of different contract-making scenarios while Module 4 requires students to apply those principles in a single scenario (the purchase of an aircraft). Remington Rich, as a neophyte to negotiation, serves as a device in the program for posing questions about negotiation for students to answer, based on the material they have learnt in Module 1. Feedback is provided against which students may compare their answers. These modules all use Adobe Air software for their interface and feature *machinima* – the creation of computer graphics imagery created with the use of a virtual world such as *Second Life* rather than costly professional software or professional programming – to illustrate the particular scenario (see Fig. 3).

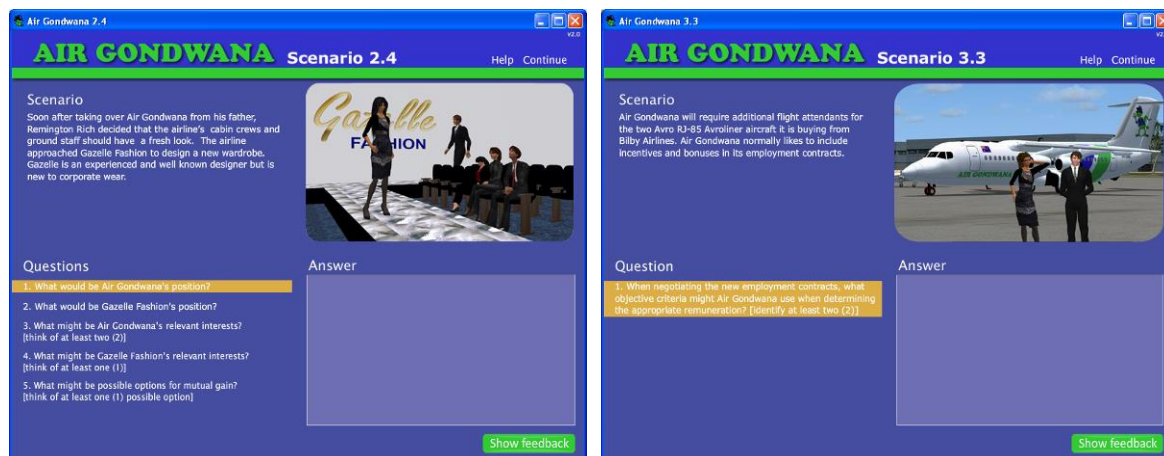


Fig.3: Air Adobe interface and *Second Life* machinima images

Module 5 represents the ultimate objective of the program, an in-class role play in which students assume the role of the representative of either the airline or an environmental group in a negotiation over the use of a Pacific Island, which the airline wishes to use as a holiday resort. Students are expected to demonstrate a principled approach to the negotiation, as they have been instructed and practised in the preceding on-line modules. To assist their preparations they are provided in advance, via the program's website, fact sheets about the island, its flora and fauna, and a *Second Life* machinima video depicting the island and the airline's plans for it (see Fig. 4). Students are assessed on their demonstrated understanding of a principled approach to negotiation.

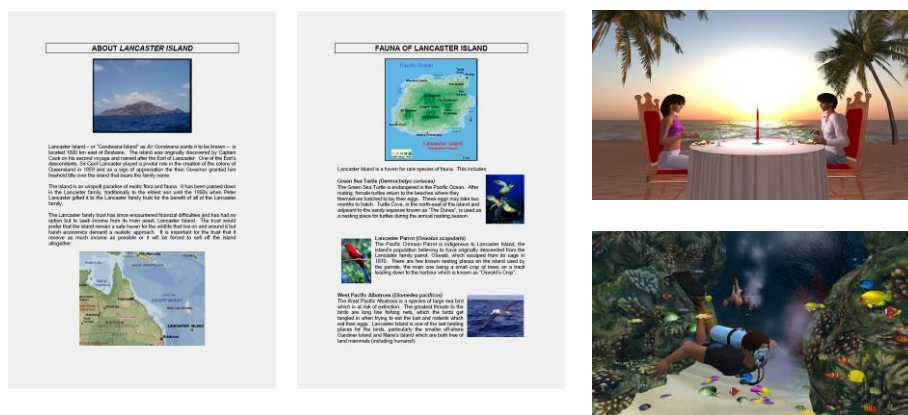


Fig. 4: fact sheets and *Second Life* machinima images

3.2 Mosswood Manor

Until 2012 the 'Life Problem' negotiation exercise was based on a 3-4 page text based problem, which sought to depict a complex scenario involving multiple parties involved in dispute over a family trust. Some students failed to see the connection with the material they had learnt in *Contracts A* and *Contracts B* nor the relevance to the *Trusts* subject. In 2012 this approach was replaced by *Mosswood Manor*. This program commences with a *Second Life* machinima video, accessed on-line, in which the Remington Rich character provides a refresher on the material on the negotiation theory and practice, thereby establishing a clear connection with the previously acquired knowledge. It then uses a second *Second Life* machinima video, also accessed on-line, to depict a narrative that seeks to leverage the students' familiarity with the relationship between the wealthy industrialist, Xavier Rich, and his youngest son Remington Rich, by adding to narrative their relationships with other members of their family (including Remington's grandparents, mother, brother and sister and their partners, and cousin) to create a dynamic complex of interpersonal conflict in the context of a family trust (see Fig. 5).

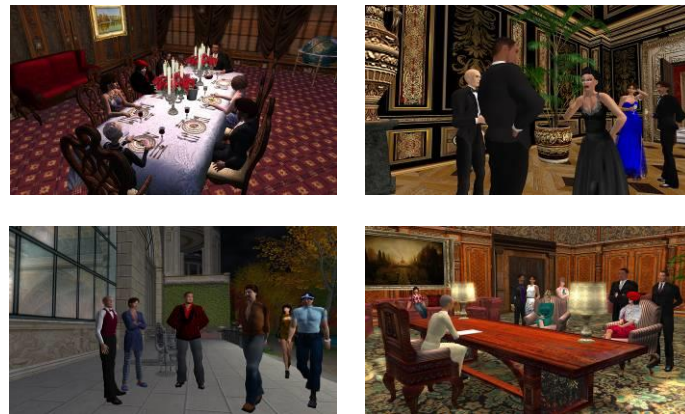


Fig. 5: *Second Life* machinima depicting family relationships and conflict

The ‘Life Problem’ exercise involves alternative facts added on to the core narrative (eg in one Remington’s mother unilaterally seeks to postpone the vesting of the family trust, while in another the matriarchal grandmother passes away and leaves a will that establishes a trust that favours some of the family over others). These add-on scenarios are depicted by further *Second Life* machinima video and/or mock documents (eg trust documents or wills), correspondence and news reports (see Fig. 6).

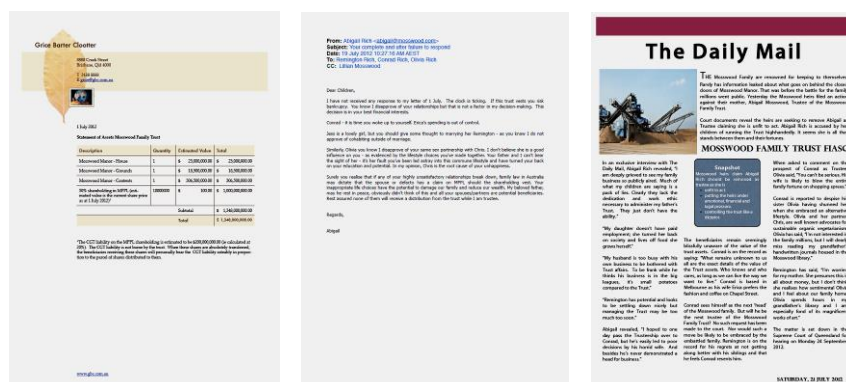


Fig. 7: Examples of supporting documentation

Students are required, either in groups or on their own, to develop ‘negotiation plans’ for dealing with the multi-partner negotiation and then implement those plans in an in-class role play in which they represent one of the members of the family.

4 STUDENT RESPONSE

5 USING MULTIMEDIA TO DEPICT COMPLEX NARRATIVES

The use of stories to aid the study of law is nothing new. A limited form of narrative-centred learning is manifest in the form of the short problem-type questions commonly used by law schools in small group tutorials to enable students to discuss the application of legal principles and rules in the context of fact scenarios. However, these scenarios are generally relatively light in detail, contrived and disconnected from each other. By contrast, multimedia such as real and machinima video and mock documents including letters, emails, wills and other legal instruments such as trust deeds, and news reports, are capable of depicting complex, multilayered and dynamic learning environments that reflect situations

that students may encounter in real world practice. Such a narrative learning environment can not only convey important information, but also provide contextual cues that facilitate recall of that information in situations in which it is likely to be applicable (Ferguson, 1992). As Rowe, McQuiggan and Lester (2007) observed, stories can engage the audience with plots, settings and characters, and in the process open perceptual, emotional, and motivational opportunities for learning. They can assist students to 'create meaning, reduce cognitive load involved in navigating through information, and support cognitive and imaginative engagement' (Paulus, Horvitz and Shi, 2006; p.356).

Air Gondwana and *Mosswood Manor* demonstrate the ability of machinima to facilitate and accelerate the creative story development and storytelling process (Berkeley, 2006; p.75). Machinima and narrative-centred learning environments are also inclusive of a range of student learning styles and teaching strategies, providing students with the opportunity to visualise ideas and concepts (Burbles, 1999).

6 CONCLUSION

Use as many sections and subsections as you need (e.g. Introduction, Methodology, Results, Conclusions, etc.) and end the paper with the list of references.

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- [1] Reference [Arial, 10-point, left alignment, upper and lower case]
- [2] Einstein, A. (1916). General Theory of Relativity. Annalen der Physik 49(7), pp. 769-822. Einstein, A. (1916). General Theory of Relativity. Annalen der Physik 49(7), pp. 769-822.